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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: Name: _____
 Address: _____

 Telephone: _____
 Facsimile: _____
 Email: _____
 Duns Number: _____

b. GOVERNMENT: Calynda C. Baines, Contract Specialist
 Department of Veteran Affairs
 Aleda E. Lutz Medical Center (655/90C)
 1500 Weiss Street
 Saginaw MI 48602
 Telephone: (989) 321-4806 or (989) 497-2500 ext. 13806
 Facsimile: (989) 321-4957
 Email: calynda.baines3@va.gov

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

[X] 52.232-34, Payment by Electronic Funds Transfer -
 Other than Central Contractor Registration, or

[NA] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly [NA]
- b. Semi-Annually [NA]
- c. Other [X-Monthly]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veteran Affairs
Financial Services Center
PO Box 149971
Austin TX 78714-9971
Fax: 512-460-5540
E-mail: www.fsc.va.gov/fsc/vendors.htm

5. INSTRUCTIONS: **Offerors must complete and return all information prior to the time specified in block 8 of SF 1449 in order to be considered for award. Offerors are instructed to submit one (1) copy of their quotation via methods described in paragraph 8 below. The required information is as follows:**

- a) SF 1449, with blocks 17 and 30a-30c completed
- b) Completed representations and certifications in FAR 52.212-3 (Section E.7)
- c) Completed Business Associate Agreement (Section D.1.)
- d) The Pricing Schedule (Section B.2.). Pricing for Readjustment Counseling Services and other costs associated with the tasks specified in the Statement of Work (SOW).
- e) Listing of 3 references with knowledge of relevant past performance - reference attached document D.2. CONTRACTOR REFERENCES.
- f) Copies of all pertinent licensures and certificates relating to tasks specified within this RFQ
- g) Copies of Insurance certificates
- h) All documents (not addressed above) required under "Evaluation Factors" located on page 47

6. ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

7. OFFER DELIVERY ADDRESS FOR COMMERCIAL OR HAND-CARRIED DELIVERY:

Offerors may submit offers through commercial delivery means of hand-carried delivery, in lieu of delivery via the United States Postal Service. All offers submitted either via commercial of hand-carried delivery or via US Postal Service method shall be submitted to the following address:

Department of Veterans Affairs Contract Service Center
Carole Soule, Contract Specialist
1500 Weiss Street
Building 1, Room 1-B130
Saginaw, MI 48602

DESCRIPTION/SPECIFICATION/WORK STATEMENT**1. BACKGROUND:**

As specified in §38 U.S.C. Section 1712A, The Department of Veterans Affairs (VA) is authorized to provide readjustment counseling services for psychological and/or social problems arising from their military service if the problems impair the veteran's post-war, readjustment to civilian life. Public Law 104-262 amended §38 U.S.C. Section 1712A to expand eligibility for readjustment counseling at Veterans Resource Centers to any veteran who served in the active military in a theater of combat operations during a period of war, or in any other area during a period in which hostilities occurred in such area. The law specifies that the term "hostilities" means any armed conflict in which the members of the Armed Forces are subjected to danger comparable to a period of war, as determined by the Secretary in consultation with the Secretary of Defense. Under the amended law, veterans who served during the Vietnam era but not in a theater of combat operations, will continue to be eligible for readjustment counseling if they seek or are furnished such counseling before January 1, 2000.

Effective 10-9-96, the date of enactment of Public Law 104-262, all eligible veterans are to be ensured provision of readjustment counseling. Eligible veterans include:

a. Any veteran who served in a theater of combat operations during World War II and is eligible for one or more of the following three campaign medals:

(1) The European-African-Middle Eastern Campaign Medal awarded for theater military service to include combat operations during the period December 7, 1941 through November 8, 1945.

(2) The Asiatic-Pacific Campaign Medal awarded for theater military service to include combat operations during the period December 7, 1941 through March 2, 1946.

(3) The American Campaign Medal awarded for theater military service to include combat operations during the period of December 7, 1941 through March 2, 1946.

b. Any veteran who served in the theater of combat operations in Korea during the Korean War and is eligible for the Korean Service Medal awarded for theater military service to include combat operations during the period June 27, 1950 through July 27, 1954.

c. Any veterans who served in the theater of combat operations in Vietnam during the Vietnam era (February 28, 1961 through May 7, 1975).

d. Any veteran who served in the Lebanon theater of operations (August 25, 1982 through February 26, 1984).

e. Any veteran who served in the Grenada theater of operations (October 23, 1983 through November 21, 1983).

f. Any veteran who served in the Panama theater of operations (December 20, 1989 through January 31, 1990).

g. Any veteran who served in the Persian Gulf War (August 2, 1990 and ending by Presidential proclamation or law).

h. Any veteran who served in the Somalia theater of operation (September 17, 1992 and ending by Presidential proclamation or law).

- i. Any veteran who served in one or more of the three successive operations in the former Yugoslavia (Kosovo/Bosnia), Iraq and related global war on terror combat zones – Operation Joint Endeavor, Operation Joint Guard and Operation Joint Forge.

Request for readjustment counseling that does not meet the eligibility requirements will not be formally denied but will be deferred pending publication of regulations that formally establish the new eligibility requirements.

2. DESCRIPTION OF THE SUBJECT WORK:

a. The contractor shall furnish readjustment counseling services to eligible veterans referred by Vet Center #438 staff members or Vet Center Team leader for readjustment counseling, for purposes of this contract, the counseling is provided by social workers, psychologists, or other qualified counselors, individually or in groups, specifically directed at social, psychological, or behavioral difficulties specifically related to the post-war readjustment to civilian life. Such difficulties may interfere with a veteran's job performance, educational pursuits, family and other interpersonal relations, or overall ability to cope with daily life. Modalities of readjustment counseling may include individual, group, and family counseling; all of which must have as their central purpose the post-war readjustment of Vietnam era and/or post-Vietnam war zone veterans.

b. Psychiatric contact will be limited to emergency situations requiring immediate medication, psychiatric hospitalization or placing a patient on hold. Routine therapy or assessment contact by psychiatrists will not be covered under the provisions of this readjustment counseling services solicitation.

b. This service does not include general mental health services, but only provides readjustment counseling for psychosocial difficulties related to post-war readjustment from military duty for example:

1. Exposure to combat-related war trauma.
2. Exposure to other aspects of war zone stress.
3. Post-traumatic stress disorder, (as defined by DSM-IV) and/or other war-related social and psychological difficulties.
4. Stressors unique to military duty for eligible veterans.
5. Psychological concern over a possible service-connected condition.
6. Substance abuse connected with military duty and/or post-war homecoming and readjustment.
7. Difficult post-war experiences, including disrupted homecoming and unsuccessful re-entry into civilian roles.
8. Concern over possible Agent Orange, biological or chemical agent exposure or ramifications thereof.
9. Generalized alienation from society manifested by lack of expectable familial, educational and/or vocational activities.
10. Psychosocial difficulties related to type of military discharge for other than a dishonorable discharge.
11. Veteran sexual trauma.

c. The provision of medications and physical examinations are not to be considered a component of readjustment counseling, and therefore, will not be provided under this contract mechanism. Nonetheless the contractor should have the capability through referral to arrange for needed physical examinations, prescription medications and/or other medical treatment. Veteran consumers should be advised that the VA will not reimburse through this service for physical examinations, drugs, or other medical treatments. In all such cases, VA medical facilities should be the priority referral for the veteran's medical care. The contract

provider should coordinate with the VA Contracting Officer's Technical Representative (COTR) for assistance in facilitating referrals to VA medical providers.

3. PROCEDURE FOR SERVICE INITIATION:

Service initiation under this contract will be limited to referral only by Vet Center personnel, or RCS Regional Managers. The number, type, and frequency of readjustment counseling services provided to the veteran and/or significant others (i.e., members of the veteran's immediate family, legal guardian, or individual with whom the veteran lives or certifies an intention to live with) will only be as specifically authorized by THE Vet Center COTR.

Upon determination of eligibility and completion of psychosocial assessment, determining the need for readjustment counseling services, a referral will be made by completion of Contract Services Authorization Form (VAF 10-5565b). Copy one (1) will be mailed or given to the veteran or significant other – who will present it to the designated contract service provider. Copy two-(2) will be mailed to the designated contract service provider. Copy three-(3) will be forwarded to Department of Business Programs & Operations at the RCS Regional Office responsible for assisting the Vet Center in the administration of the contract program. Copy four-(4) will be maintained on file at the Vet Center.

4. TERMS OF CONTRACT:

Contract will be for a period of one year from date of award with four one-year options for renewal. The contractor is obligated to provide counseling services in a manner consistent with the time frame of the contract. The length of time in which counseling services are provided to individual veterans under this contract will be as authorized by the Vet Center referrers. In any case, if readjustment counseling beyond the one-year period of the contract is indicated, and if the contract is not renewed, the contractor is responsible to make appropriate referral to another counseling resource, in consultation with the COTR. Exceptions to this requirement may be made, in conditions of continuing need, upon authorization by the RCS Regional Office and referring Vet Center official. Requests for such exceptions will be presented to the COTR. The VA will reimburse the contractor for completion of cases started during the contract, but duly authorized to extend beyond the legal expiration date of the contract. The Contracting Officer (CO) will notify the contractor as to the VA's intent to renew the contract.

VA will be the sole judge as to whether a contract will be renewed, based on the determination of need. This contract may be renewed for four additional one-year periods in accordance with clause 52.217-9, Option to Extend the Term of the Contract, at the prices stated in the contract. The VA also reserves the right to let this contract expire and issue a new solicitation if doing so is determined to be in the best interest of the Government.

5. DUTIES OF CONTRACT PROVIDERS:

a. Contractors will provide readjustment counseling services to eligible veterans referred by the Vet Center staff in accordance with the requirements of the Contract, Fee/Contract Program Handbook, and VA Authorization Form VAF 10-5565b. Contractual duties and responsibilities include, but are not limited to:

1. Contractors will provide readjustment-counseling services to eligible veterans referred by the COTR or designee in accordance with the requirements of the contract mechanism, Fee/Contract Program Handbook, and the VA authorization form VAF 10-5565b.
2. Contractors will schedule the initial veteran counseling session within three (3) working days from the time he/she receives the authorization.

3. The duration of counseling sessions for billing purposes will be in accordance with applicable contract requirements.
 4. All inactive cases past ninety (90) days of the last visit are to be closed out and the case-closing summary is to be sent to the Vet Center #438, Detroit, Michigan.
 5. Contractors will maintain counseling records, which comply with the Privacy Act and are clinically accurate, up-to-date and complete.
 6. Contractors must provide in writing an initial comprehensive psychosocial and military history assessment to the COTR no later than the completion of three initial visits, alternatively, the COTR may perform necessary assessment. An updated counseling plan will be submitted to the COTR at least (2) weeks prior to completion or each authorized block of visits thereafter which addresses continuing need for readjustment counseling. Coordination of the counseling plans by the COTR must occur in a timely manner (two (2) weeks prior to authorization of subsequent blocks of sessions) so that there will be no disruption in the continuation of readjustment counseling.
 7. ***All bills must be submitted monthly in arrears no later than five (5) working days of the following month.*** Reimbursement will be made only for authorized, in-person counseling sessions.
 8. Contractors will conduct periodic evaluation of the quality and effectiveness of services provided as stipulated in the contract mechanism.
 9. Contractors will make every effort to prioritize group counseling in the provision of services to referred veterans with readjustment problems. Group rates will be no more than 40% of therapist hourly rate per group member.
 10. Contractors will ensure the physical security of records and prevention of disclosure of the records, reports, or other private information regarding clients except with the client's informed written consent. Exceptions to this will be under guidance from the COTR.
 11. At the completion of each individual or group counseling session, the contractor will document on the Service Verification form the name of veteran or client, counselor's name and professional degree, length of session, date, and specific modality of the counseling session. This verification form will be presented to the client for his/her signature. A separate composite verification form is to be completed for each veteran for each month, and attached to the monthly bill submitted to the COTR at the Grand Rapids, MI Vet Center.
 12. The contractor will make a follow-up contract within sixty (60) days after the last contact with the client and document it in the client's folder.
 13. The contractor will complete a closing summary and place client files in inactive status after ninety (90) days of inactivity unless there is documented clinical reason to keep the file active. A closing summary which spells out the degree of success (or lack thereof), treatment plan/goals, and prognosis will be completed and a copy forwarded to the COTR. **In addition, the contractor will send services follow-up postcards to each veteran upon case closing.** (See Attachments for example)
 14. The contractor will report and submit for approval, any proposed changes in personnel providing services under this contract, to the Contracting Officer through the COTR. Any such proposed staff changes will be subject to evaluation criteria specified in the contract mechanism.
- b. Contractors are specifically **prohibited** from the following:

1. Commercial advertising of their services to Vietnam Era and/or other eligible war zone veterans under this contract program in such a way as to indicate or imply VA endorsement or promotion of services.
2. Providing general mental health services for problems not directly related to Vietnam and/or post-Vietnam war zone military service and post-military readjustment.
3. Billing for physical examinations, prescriptions and/or dispensing medication, other medical treatment, telephone calls with veterans or significant others, consultation between contract counselor and other individuals, veterans' travel, veterans not keeping appointments (no-shows), or services not specifically authorized in the contract mechanism or the VA referral form (10-5565b).
4. Referring to themselves "Veterans Outreach Center(s)", "Outreach Center(s)", "Veterans Resource Center(s)", "Vet Center(s)", "Readjustment Counseling Center(s)", "Veterans Outreach Program," or similarly misleading the public regarding this relationship to the VA.
5. Contractors will not actively outreach or solicit clients.
6. Contractors will refrain at all times from personal, financial, or business relationships with clients, family members or significant others of such clients or former clients insofar as such personal relationships might compromise the professional neutrality and effectiveness of the counseling relationship. Contractors will adhere to the professional standards of their relevant licensing body.

6. RECORD KEEPING:

Contractors will maintain counseling records which comply with the Privacy Act and are accurate, complete and in compliance with professional standards for clinical record keeping. In addition, the contract provider must provide in writing an initial comprehensive psychosocial assessment and counseling plan to the referrer no later than the completion of three initial visits and an updated counseling plan at the completion of each unit authorized visits thereafter. At the indicated intervals, this counseling plan will be required in order for further units of service to be authorized. Determination of adequacy of counseling plans will be based on the professional judgment of the COTR in each case. Counseling records are considered the property of the VA.

One year following termination of the contract with contract client, the contractor will turn the client folder over to the authorizing Vet Center. If the Vet Center did not authorize the services and the support VA facility supports one Vet Center, the client folder will be sent to that Vet Center. In all other cases, the contractor should contact the Regional Manager of the Vet Center for designation of which Vet Center to send the folder. The same procedures will apply when the contract between the VA and the contract provider terminates.

7. ACKNOWLEDGMENT OF SERVICES:

At the time services are rendered, the contractor will secure a signed acknowledgment of services from each client and for each visit that is billed to the VA. The contractor will list the name of the client, name of counselor and professional degree, date of service, length of treatment, treatment modality, and client's signature.

8. STAFFING:

Review of Staff Qualifications - The VA reserves the right to evaluate qualifications and approve or disapprove, in advance, any new professional staff person whom the Contractor intends to assign to do work under this contract. The Contractor shall advise the Contracting Officer, in writing, when new professional

staff are proposed or when a staff member leaves the employment of the Contractor during the contract period. Individuals' qualifications shall be forwarded to the Contracting Officer for review and approval prior to assignment to perform services required by this contract. Only VA approved staff providers will be reimbursed for services provided.

9. LICENSURE:

Offerors are to include all staff providing counseling services under this program, and are required to obtain all Federal, State and/or local professional license(s) and certification(s) applicable to the provision of offering readjustment counseling services. Official verification of credentials will be obtained from the educational institution awarding the contractor's professional degree, which will be required by the Contracting Officer by the time of the award. In addition, the Contracting Officer (CO) will require documentation of current professional license or certifications at the time of the award, at no expense to the VA.

10. USUAL AND CUSTOMARY FEE:

The VA will only enter into Contract(s), which are based on a rate schedule (amount charged by contractor for each client visit as proposed in the Schedule of Items) which falls within the range of usual and customary fees for the specific geographical area in which services are provided. The CO in consultation with the COTR is responsible for determining the usual and customary fee, through communication with the State, County, or District (a) Association of Psychologists, for Psychologists; (b) Association of Social Workers, for Psychiatric Social Workers. In instances where conflicting data is provided, the COTR must consult with a local VAMC Chief of Psychology, or Social Work Service to determine the usual and customary fees for services provided by a mental health worker other than those from the three professional disciplines listed above. In determining the appropriate fee range, it should be noted that different usual and customary fees prevail for different types of therapy; i.e., individual, group, and family, and the COTR's determination should be for specific type of therapy, as well as for professional discipline. For questions concerning this guidance, contact the VA Contracting Officer or COTR.

11. REIMBURSEMENT AND LIMITATIONS ON SERVICE:

Offerors are to propose a per-session rate for services to be rendered. Remuneration will be based on the number of visits multiplied by the per-session rate proposed and accepted. A counseling session must last a minimum of 45 minutes and will be deemed a single visit. Longer visits will be deemed a single visit regardless of length. A maximum of up to three visits will be authorized for the initial assessment by the official VA referrer. Additional blocks of evaluation sessions of up to fifteen visits can be authorized for continued counseling after the initial 1-3 visits have been exhausted with prior approval from the COTR. All fees presented in proposals, and included in contracts, must be within the customary, usual, and reasonable range of fees as charged by the same professional discipline for the same services charged in the area where services will be provided. The Contracting Officer will determine the applicable prevailing fee ranges, from standard sources within the community; e.g., professional societies, being assisted in this determination by the COTR.

Group counseling will be at least 90 minutes in length or may last longer; individual, family, and couples counseling will be at least 45 minutes in length or may last longer with the veteran and/or significant others, and will be deemed a single visit (regardless of length). Group sessions will be reimbursed at the rate of not more than 40% of the basic per-session reimbursement rate per veteran. Groups to which veterans are referred must include a minimum of 50% Vietnam Theater and/or post-Vietnam war zone veterans. The VA referrer may grant exceptions to the requirement of 50% Vietnam Theater and/or post-Vietnam war zone veteran composition of groups to which veterans are referred if deemed clinically appropriate.

The contractor is authorized to provide only those services specified on VA referral forms (VAF 10-5565b). Under this contract, an individual veteran will be authorized no more than one visit per week, per case; i.e., whether the visit is with a veteran or a significant other (i.e., members of the veteran's immediate family, legal guardian, or individual with whom the veteran lives or certifies an intention to live). Visits twice or more per week may be permitted in exceptional cases when authorized by the COTR on the basis of appropriate clinical assessment. The VA reserves the right to modify the treatment plan submitted by the contractor.

Reimbursement will be for in-person counseling sessions (e.g., face-to-face). Reimbursement is not authorized, for example, for telephone calls with the veteran or significant others, or for consultation between the contract counselor and other individuals. Exceptions to this requirement must be approved by the COTR (e.g., crisis intervention). It is understood that payments made by the VA under this contract will constitute the total cost of Readjustment Counseling Services. The contractor agrees that no additional charges will be billed to the beneficiary or his family, either by the contractor or any third party furnishing required services, unless and until specific prior authorization in writing is obtained from the VA referrer that authorized the provision of services.

Reimbursement will not be authorized for more than one counselor per session. For example, if both a Psychiatrist and a Registered Nurse are present at a session, reimbursement of only one rate will be allowable. The billing rate for a session of this type may not exceed the rate established under the contract for the more expensive of the two disciplines, as in this case, the Psychiatrist.

Pricing of Proposals: Offerors are to submit proposals wherein costs associated with readjustment counseling are identified by clinical specialty; e.g., if a psychologist is identified as a clinician who will provide services, the hourly rate for that clinician must be listed. When invoices are submitted to VA, the clinician that provided service must be identified. Reimbursement will be based on the costs for that clinician.

12. KEY PERSONNEL:

The personnel specified in an attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided: That the Contracting Officer may ratify in writing and such ratification shall constitute the consent of the Contracting Officer required by this clause. The attachment to the contract, to, may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

13. COUNSELING SESSIONS:

As it is impossible to determine the exact number of counseling sessions that will be required during the contract term, each offeror whose proposal is accepted entirely or in part will be required to deliver all articles or services that may be ordered during the contract term, except as otherwise indicated in the proposal and except as otherwise provided herein. Contract will be considered if made with the provision that the total number of counseling sessions delivered do not exceed the estimated number of needed counseling sessions. Proposals offering less than 85% of the estimated number of needed counseling sessions or which provide that the Government shall guarantee any specific number of counseling sessions will not be considered. The fact that the number of counseling sessions is estimated shall not relieve the contractor from providing all services placed under this contract. There will be absolutely no formal or informal guarantee of quantities provided in or throughout the duration of the contract, by any individual.

VA shall not be relieved of its obligation to order from the contractor articles or services that may, in the judgment of the COTR, be needed, except in a public emergency procurement that may be made without regard to this contract. VA estimates that there are 100,000 eligible veterans in the area covered by this procurement.

14. CONTRACT SERVICES REVIEW/EVALUATION:

Representatives of VA and other Government agencies are authorized to visit the premises of the contractor(s) during business hours for purposes of evaluation and auditing which may include inspection of clinical records.

15. Contractor facility must be handicapped accessible per Rehabilitation Act 29 U.S.C. Section 791 et. seq.

16. SITE VISIT PROCEDURES:

Prior to the contract award, fee contract quality control officers are authorized to make site visits to fee contract offerors. After contract award these individuals will be authorized on-site inspection of contract provider facilities on an annual basis and respond to any clinical concerns or problems that develop during the term of the contract. Inspections are held for the purposes of monitoring, reviewing administrative and clinical procedures with a contractor, and coordinating any procedural difficulties arising from the relationship of the contract provider with relevant VA staff. Visits will be conducted accordance with RCS standards and in compliance with monitoring guidelines developed and approved by RCS VA Central Office. Comprehensive site visit reports covering areas of administrative and clinical operations will be prepared on each visit. The contract provider will be responsible for responding to any clinical and/or administrative problems and/or deficiencies arising from the findings of these reports.

17. GEOGRAPHICAL LOCATION OF ELIGIBLE SERVICE PROVIDERS/VA OBLIGATOIN:

Service providers submitting offers in response to this request for proposals must be physically located in the county in which they will provide service or within close proximity of the county or counties, which they will service (as listed in section Location of Services). VA will only make referrals to contractors under this contract for circumstances where the VA or other Government facilities are not capable of furnishing needed services or cannot do so economically because of geographical distances.

18. ACCEPTANCE PERIOD FOR OFFERS:

Unless otherwise stipulated, all offers will be treated as remaining in effect for a period of 90 days after the date identified for receipt of proposals.

END DESCRIPTION/SPECIFICATION/WORK STATEMENT

PRICE SCHEDULE**BASE YEAR**

Provide Readjustment Counseling Services for Eligible Veterans as directed by Vet Center #438, Pontiac, MI for the period date of award (approximately March 1, 2012) through September 30, 2012.

	<u>INDIVIDUAL THERAPY</u>	<u>GROUP THERAPY</u>	<u>COUPLE OR FAMILY THERAPY</u>
a. Ph.D. Psychologist	\$_____	\$_____	\$_____
b. Lic. Social Worker	\$_____	\$_____	\$_____
c. Registered Nurse	\$_____	\$_____	\$_____
d. Licensed Chemical Dependency Counselor	\$_____	\$_____	\$_____
e. Other Counselor Masters Level	\$_____	\$_____	\$_____

OPTION YEAR I

Provide Readjustment Counseling Services for Eligible Veterans as directed by the Vet Center #438, Pontiac, MI for the period October 1, 2012 through September 30, 2013.

	<u>INDIVIDUAL THERAPY</u>	<u>GROUP THERAPY</u>	<u>COUPLE OR FAMILY THERAPY</u>
a. Ph.D. Psychologist	\$_____	\$_____	\$_____
b. Lic. Social Worker	\$_____	\$_____	\$_____
c. Registered Nurse	\$_____	\$_____	\$_____
d. Licensed Chemical Dependency Counselor	\$_____	\$_____	\$_____
e. Other Counselor Masters Level	\$_____	\$_____	\$_____

OPTION YEAR II

Provide Readjustment Counseling Services for Eligible Veterans as directed by the Vet Center #438, Pontiac, MI for the period October 1, 2013 through September 30, 2014.

	<u>INDIVIDUAL THERAPY</u>	<u>GROUP THERAPY</u>	<u>COUPLE OR FAMILY THERAPY</u>
a. Ph.D. Psychologist	\$_____	\$_____	\$_____
b. Lic. Social Worker	\$_____	\$_____	\$_____
c. Registered Nurse	\$_____	\$_____	\$_____
d. Licensed Chemical Dependency Counselor	\$_____	\$_____	\$_____
e. Other Counselor Masters Level	\$_____	\$_____	\$_____

OPTION YEAR III

Provide Readjustment Counseling Services for Eligible Veterans as directed by the Vet Center #438, Pontiac, MI for the period October 1, 2014 through September 30, 2015.

	<u>INDIVIDUAL THERAPY</u>	<u>GROUP THERAPY</u>	<u>COUPLE OR FAMILY THERAPY</u>
a. Ph.D. Psychologist	\$_____	\$_____	\$_____
b. Lic. Social Worker	\$_____	\$_____	\$_____
c. Registered Nurse	\$_____	\$_____	\$_____
d. Licensed Chemical Dependency Counselor	\$_____	\$_____	\$_____
e. Other Counselor Masters Level	\$_____	\$_____	\$_____

OPTION YEAR IV

Provide Readjustment Counseling Services for Eligible Veterans as directed by the Vet Center #438, Pontiac, MI for the period October 1, 2015 through September 30, 2016.

	<u>INDIVIDUAL THERAPY</u>	<u>GROUP THERAPY</u>	<u>COUPLE OR FAMILY THERAPY</u>
a. Ph.D. Psychologist	\$_____	\$_____	\$_____
b. Lic. Social Worker	\$_____	\$_____	\$_____
c. Registered Nurse	\$_____	\$_____	\$_____
d. Licensed Chemical Dependency Counselor	\$_____	\$_____	\$_____
e. Other Counselor Masters Level	\$_____	\$_____	\$_____

END OF SCHEDULE OF ITEMS

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies(or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future

performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total

extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.5 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984)

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the proviso that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

C.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the

performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Ohio. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.7 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

C.8 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

(End of Addendum to 52.212-4)

C.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[NA] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[NA] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[NA] (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

[NA] (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

[NA] (8) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

[X] (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[NA] (10) [Reserved]

[NA] (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[NA] (ii) Alternate I (NOV 2011).

[NA] (iii) Alternate II (NOV 2011).

[NA] (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

[NA] (ii) Alternate I (Oct 1995) of 52.219-7.

[NA] (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

[NA] (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

- [NA] (ii) Alternate I (Oct 2001) of 52.219-9.
- [NA] (iii) Alternate II (Oct 2001) of 52.219-9.
- [NA] (iv) Alternate III (JUL 2010) of 52.219-9.
- [X] (15) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- [NA] (16) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- [NA] (17) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [NA] (18)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- [NA] (ii) Alternate I (June 2003) of 52.219-23.
- [NA] (19) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [NA] (20) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [NA] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- [X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- [NA] (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).
- [NA] (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).
- [X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [NA] (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

- [X] (31) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (33) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [NA] (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [NA] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [NA] (35) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- [NA] (36)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- [NA] (ii) Alternate I (DEC 2007) of 52.223-16.
- [X] (37) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [NA] (38) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- [NA] (39)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- [NA] (ii) Alternate I (Jan 2004) of 52.225-3.
- [NA] (iii) Alternate II (Jan 2004) of 52.225-3.
- [X] (40) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (41) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [NA] (42) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- [NA] (43) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- [NA] (44) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[NA] (45) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[NA] (46) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X] (47) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[NA] (48) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[NA] (49) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[NA] (50)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[NA] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[NA] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[NA] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

[NA] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[NA] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[NA] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[NA] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[NA] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[NA] (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS, VETERANS HEALTH ADMINISTRATION AND

Whereas, (Business Associate) provides services to the Department of Veterans Affairs Veterans Health Administration (Covered Entity); and

Whereas, in order for Business Associate to provide services to Covered Entity, Covered Entity discloses to Business Associate Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191, 110 Stat. 1936 (1996), and its implementing regulations, 45 C.F.R Parts 160, 162, and 164, ("the HIPAA Privacy and Security Rules"); and

Whereas, the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, 123 Stat. 115 (2009), pursuant to Title XIII of Division A and Title IV of Division B, called the Health Information Technology for Economic and Clinical Health (HITECH) Act, provides modifications to the HIPAA Privacy and Security Rules; and

Whereas, Department of Veterans Affairs Veterans Health Administration is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. 160.103; and

Whereas, , including its employees, officers, contractors, subcontractors, or any other agents, as a recipient of PHI from Covered Entity in order to provide services to Covered Entity, is a "Business Associate" of Covered Entity as that term is defined in the HIPAA implementing regulations, 45 C.F.R 160.103; and

Whereas, pursuant to the Privacy and Security Rules, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the Use and Disclosure of PHI and EPHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. 164.308(b), 164.314(a), 164.410, 164.502(e), and 164.504(e), as may be amended.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions. Unless otherwise provided in this Agreement, capitalized terms and phrases that are defined in the Privacy and Security Rules have the same meanings as set forth in the Privacy and Security Rules. When the phrase "Protected Health Information" and the abbreviation "PHI" are used in this Agreement, they include the phrase "Electronic Protected Health Information" and the abbreviation "EPHI."

2. Ownership of PHI. PHI provided by Covered Entity to Business Associate and its contractors, subcontractors, or other agents, or gathered by them on behalf of Covered Entity, under this Agreement are the property of Covered Entity.

3. Scope of Use and Disclosure by Business Associate of Protected Health Information. Unless otherwise limited herein, Business Associate may:

A. Make Uses and Disclosures of PHI that is disclosed to it by Covered Entity or received by Business Associate on behalf of Covered Entity as necessary to perform its obligations under this Agreement and all applicable agreements, provided that such Use or Disclosure would not violate the HIPAA Privacy Rule if made by Covered Entity and complies with Covered Entity's minimum necessary policies and procedures;

B. Use the PHI received in its capacity as a Business Associate of Covered Entity for its proper management and administration and to fulfill any legal responsibilities of Business Associate;

C. Make a Disclosure of the PHI in its possession to a third party for the proper management and administration of Business Associate or to fulfill any legal responsibilities of Business Associate; provided, however, that the Disclosure would not violate the HIPAA Privacy Rule if made by Covered Entity, or is Required by Law; and Business Associate has received from the third party written assurances that (a) the information will be held confidentially and used or further disclosed only for the purposes for which it was disclosed to the third party or as Required By Law, (b) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached, and (c) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

D. Engage in Data Aggregation activities, consistent with the HIPAA Privacy Rule; and

E. De-identify any and all PHI created or received by Business Associate under this Agreement, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.

4. Obligations of Business Associate. In connection with its Use or Disclosure of PHI, Business Associate agrees that it will:

A. Consult with Covered Entity before making the Use or Disclosure whenever Business Associate is uncertain whether it may make a particular Use or Disclosure of PHI in performance of this Agreement;

B. Ensure any employee, officer, contractor, subcontractor, or other agent of Business Associate who has access to PHI receives at a minimum annual privacy and security awareness training that conforms to the requirements of Covered Entity;

C. Develop and document policies and procedures and use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided by this Agreement;

D. To the extent practicable, mitigate any harmful effect of a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate;

E. Maintain a system or process to account for any Security Incident, Privacy Incident, or Use or Disclosure of PHI not authorized by this Agreement of which Business Associate becomes aware;

F. Notify Covered Entity within 24 hours of Business Associate's discovery any incident which may potentially be a data breach, including a HIPAA Electronic Transactions and Code Sets, Privacy, Security or Standard Identifier Incident, or Use or Disclosure of PHI, whether secured (PHI which has been destroyed or in the alternative has been rendered unreadable, unusable or undecipherable) or unsecured (PHI not secured through the use of a technology which renders it unusable, unreadable, or undecipherable through methodology specified by HHS in guidance issued under 13402(h)(2) of the HITECH Act), not

provided for by this Agreement and promptly provide a report to Covered Entity within ten (10) business days of the notification;

(1) An incident will be considered any physical, technical or personal activity or event that increases risk of inappropriate or unauthorized use or disclosure of PHI or causes Covered Entity to be considered non-compliant with the HIPAA Privacy and Security Rules;

(2) A breach, as defined in 45 C.F.R. 164.402, is an unauthorized acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI by posing a significant risk of financial, reputational, or other harm to the individual;

(3) A breach, consistent with 45 C.F.R. 164.410(a)(2), will be treated as discovered as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, or any employee, officer, contractor, subcontractor, or other agent of Business Associate;

(4) Notification will be made by Business Associate to the Director, Health Data & Informatics by telephone, 202-461-5839 or secure fax of any HIPAA Electronic Transactions and Code Sets, Privacy, Security or Standard Identifier Incident, or Use or Disclosure of PHI not provided for by this Agreement; and

(5) A written report of the incident, submitted to the Director, Health Data & Informatics within ten (10) business days after initial notification, will document the following:

(a). The identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during the breach;

(b). A brief description of what occurred, including the date of the breach and the date of the discovery of the breach (if known);

(c). A description of the types of secured and/or unsecured PHI that was involved;

(d). Any steps that Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach;

(e). A description of what is being done to investigate the breach, to mitigate further harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches; and

(f). Any other information described in 45 C.F.R. 164.404(c);

(g). This report should be documented as a letter and sent to:

Director, Health Data & Informatics Department of Veterans Affairs - Veterans Health Administration
Office of Information (19F) 810 Vermont Avenue NW Washington, DC 20420 Phone: 202-461-5839 Fax:
202-273-9386

G. Implement administrative, physical, and technical safeguards and controls for the PHI that Business Associate receives, maintains, or transmits on behalf of Covered Entity, including policies, procedures, training, and sanctions, in compliance with Federal Information Security Management Act

(FISMA), Pub. L. No. 107-347, 116 Stat. 2946 (2002); the HIPAA Privacy and Security Rules, 45 C.F.R. Parts 160, 162, and 164; standards and guidance from the Office of Management and Budget and the National Institute of Standards and Technology; and other laws, regulations, and policies pertaining to safeguarding VA Sensitive Data;

H. Require contractors, subcontractors, or other agents to whom Business Associate provides PHI received from Covered Entity to agree to the same restrictions and conditions that apply to Business Associate pursuant to this Agreement, including implementation of administrative, physical, and technical safeguards and controls, including policies, procedures, training and sanctions, in compliance with the above-referenced legal authorities;

I. If Business Associate maintains PHI in a Designated Record Set or Privacy Act System of Records, within ten (10) business days of receiving a written request from Covered Entity:

(1) Make available PHI in the Designated Record Set or System of Records necessary for Covered Entity to respond to individuals' requests for access to PHI about them that is not in the possession of Covered Entity;

(2) Incorporate any amendments or corrections to the PHI in the Designated Record Set or System of Records in accordance with the Privacy Act and the HIPAA Privacy Rule; and

(3) Maintain the information necessary to document the disclosures of PHI sufficient to make an accounting of those disclosures as required under the Privacy Act, 5 U.S.C. 552a, and the HIPAA Privacy Rule, and within ten (10) days of receiving a request from Covered Entity, make available the information necessary for Covered Entity to make an accounting of Disclosures of PHI about an individual in the Designated Record Set or System of Records;

J. Utilize only contractors, subcontractors, or other agents who are physically located within a jurisdiction subject to the laws of the United States and ensure that no contractor, subcontractor, or agent maintains, processes, uses, or discloses PHI received from Covered Entity in any way that will remove the PHI from such jurisdiction. Any modification to this provision must be approved by Covered Entity in advance and in writing;

K. Provide satisfactory assurances that the confidentiality, integrity, and availability of the PHI provided by Covered Entity under this Agreement are reasonably and appropriately protected;

L. Upon completion or termination of the applicable contract(s) or agreement(s), return and/or destroy, at Covered Entity's option, the PHI gathered, created, received, or processed during the performance of the contract(s) or agreement(s). No data will be retained by Business Associate, or contractor, subcontractor, or other agent of Business Associate, unless retention is required by law or regulation and specifically permitted by Covered Entity. As deemed appropriate by and under the direction of Covered Entity, Business Associate shall provide written assurance that all PHI has been returned to Covered Entity or destroyed by Business Associate. If immediate return or destruction of all data is not possible, Business Associate shall notify Covered Entity and assure that all PHI retained will be safeguarded to prevent unauthorized Uses or Disclosures;

M. Be liable to Covered Entity for liquidated damages in the event of a data breach involving any PHI maintained or processed by Business Associate under this Agreement;

N. Be liable to Covered Entity for any civil or criminal penalties imposed on Covered Entity under the HIPAA Privacy and Security Rules in the event of a violation of the Rules as a result of any practice, behavior, or conduct by Business Associate;

O. For the purpose of determining compliance with this Agreement and underlying agreements, Business Associate will make available to Covered Entity its practices, policies and procedures; and

P. Make available to the Secretary of Health and Human Services Business Associate's internal practices, books, and records, including policies and procedures, relating to the Use or Disclosure of PHI for purposes of determining Covered Entity's compliance with the Privacy and Security Rules, subject to any applicable legal privileges.

5. Obligations of Covered Entity. Covered Entity agrees that it:

A. Has obtained, and will obtain, from Individuals any consents, authorizations, and other permissions necessary or required by laws applicable to Covered Entity for Business Associate and Covered Entity to fulfill their obligations under this Agreement;

B. Will promptly notify Business Associate in writing of any restrictions on the Use and Disclosure of PHI about Individuals that Covered Entity has agreed to that may affect Business Associate's ability to perform its obligations under this Agreement; and

C. Will promptly notify Business Associate in writing of any change in, or revocation of, permission by an Individual to use or disclose PHI, if such change or revocation may affect Business Associate's ability to perform its obligations under this Agreement;

6. Material Breach and Termination.

A. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation;

(2) Terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(3) Immediately terminate this Agreement and underlying contract(s) if cure is not possible; or

(4) If Business Associate has breached a material term of this agreement and neither termination nor cure is feasible, Covered Entity will report the violation to the Secretary of Health and Human Services.

B. Termination Upon Review. This Agreement may be terminated by Covered Entity, if appropriate, upon review as defined in Section 12 of this Agreement.

C. Automatic Termination. This Agreement will automatically terminate upon completion of the Business Associate's duties under all underlying agreements or by mutual written agreement to terminate underlying agreements.

D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.

7. Amendment. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the Privacy and Security Rules or other applicable law.

8. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

9. Other Applicable Law. This Agreement does not and is not intended to abrogate any responsibilities of the parties under any other applicable law.

10. Effect of Agreement. With respect solely to the subject matter herein, in the case of any conflict in terms between this Agreement and any other previous agreement or addendum between the parties, the terms of this Agreement shall control and supersede and nullify any conflicting terms as it relates to the parties.

11. Effective Date. This Agreement shall be effective on last signature date below.

12. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability of the agreement based on the relationship of the parties at the time of review.

Department of Veterans Affairs
Veterans Health Administration

By :
Name :
Title:
Date :

By : _____
Name : _____
Title: _____
Date : _____

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be

submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW, Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Department of Veteran Affairs
Aleda E. Lutz Medical Center (90CSC)
Room 1 B-130
1500 Weiss Street
Saginaw MI 48602

Mailing Address:

Department of Veteran Affairs
Aleda E. Lutz Medical Center
Network 11 Contracting Office
1500 Weiss Street
Saginaw MI 48602

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.4 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.5 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with

its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION	NOV 2011

(End of Addendum to 52.212-1)

E.7 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical and past performance, when combined, are .

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.8 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (NOV 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the

business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:_____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____]. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf

(COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those

end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations--(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

**E.9 ADDENDUM to FAR 52.212-1 Instructions to Offerors --- Commercial Items -
Sub-Part 13.5 Test Program**

This procurement is being conducted under the Subpart 13.5 test program where simplified acquisition procedures apply and the conduct of the procurement will be in accordance with Parts 12, 13 or 15 of the FAR or some combination thereof.